

**LAKE COUNTY DEPARTMENT OF**

**CENTRAL PURCHASING**

**PRESENTS**

**INVITATION TO BID FOR**

**GAS CHROMATOGRAPH/  
MASS SPECTROMETER WITH  
AUTOSAMPLER**

**LAKE COUNTY CRIME LABORATORY**

**BID OPENING TIME**

**DECEMBER 10, 2014**

**11:00 A.M.**

NAME AND ADDRESS OF FIRM AND CONTACT PERSON SUBMITTING BID

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(VENDOR TO COMPLETE ABOVE INFORMATION)

**COUNTY OF LAKE  
105 MAIN STREET  
PAINESVILLE, OHIO 44077**

SPECIFICATIONS AND BID FORMS FOR THE PURCHASE OF:

**GAS CHROMATOGRAPH/MASS SPECTROMETER WITH AUTOSAMPLER**

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**COUNTY OF LAKE**

**DATE OF BID OPENING: DECEMBER 10, 2014**

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND TOGETHER WITH ANY ADDENDA ISSUED, AND MUST BE RETURNED WITH THE BID. OTHERWISE THE BID MAY BE CONSIDERED INFORMAL.

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID BOND AND A PROPERLY EXECUTED SIGNATURE PAGE, (SP-1).

ANY INFORMATION REGARDING THESE SPECIFICATIONS, PLEASE CONTACT; LINDA ERDEI AT 440-350-2793.

## II

### INSTRUCTIONS TO BIDDERS

1. Except as otherwise provided herein, the Instructions to Bidders, Bid-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.
2. DEFINITIONS:
  - A. The term “bidder” or “contractor” shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor and/or equipment listed in the specifications.
  - B. The term “County” shall mean the County of Lake.
  - C. “Calendar Day” shall mean everyday shown on the calendar.
  - D. “Clerk” shall mean the Clerk to the Lake County Board of Commissioners or his duly authorized representative.
3. Bid:

To be entitled to consideration, a bid must be made in accordance with the following instructions:

  - A. Preparations: Each shall be submitted in duplicate on the forms furnished by the County. All signatures shall be clearly and legibly written in long hand. No oral, telegraphic or telephonic bid or modifications will be considered. Each bid shall show the breakdown for each item as directed on the Bid-Contract Form. All bids shall be considered informal which contain items not specified on the Bid-Contract Form.

Prices for the materials and equipment shall include hauling and delivery to any place designated on the County’s purchase order, within the corporate limits of the County. In the event of a discrepancy between unit bid prices and extensions thereof, the unit bid shall govern.
  - B. Names of Bidders: Each bid shall give the full business name and address of bidders and be signed by them with their usual signature. Bids by partnership shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of corporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word “President”, “Secretary”, “Agent”, or other title without disclosing their principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

- C. Delivery: The bid shall be sealed in an envelope addressed to:

**Lake County Board of Commissioners  
Clerk of the Board  
105 Main Street  
Painesville, Ohio 44077**

and delivered to the office of the Lake County Commissioners on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of bidder, the general item or items bid on, and the date the bids are to be opened. Bids will be received until the date and time specified in the legal advertisement. Bids will be opened and read immediately thereafter, in the Commissioners Chambers, 4<sup>th</sup> Floor, Lake County Administration Center.

- D. Bids to Include All Work: Each bid shall include all work described in the Instructions to Bidders, Specifications, Bid-Contract Form and all drawings.
- E. Withdrawal of Bid: Permission will not be given to withdraw or modify any bid after it has been deposited as provided above. Negligence on the part of the bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened.
- F. Acceptance or Rejection of bid: The County reserves the right to accept bid at any time within sixty (60) days after the same are opened as provided above. The County reserves the right to reject any or all bids. In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the specifications.
- G. Bid Bond or Check: Each bid must be accompanied by a **Bid Bond** for the **FIVE PERCENT (5%)** of the bid, or by a certified check, cashier’s check, or money order equal to **Five Percent (5%)** of the amount of bid, drawn on a solvent bank located in Lake County and payable to the Treasurer of Lake County, Ohio as surety that if the proposal is accepted, a contract will be entered into and its performance properly secured. The Bid Guaranty shall comply with Ohio Revised Code 153.54.

- H. Complete Bid: No bidder shall be considered the lowest and best bidder or eligible to be awarded the contract to which this bid applies unless the bidder has completed all forms, affidavit, certificates and documents that constitute this bidding document.
- I. Forfeiture of Check: If the bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign any documents necessary to formalize the contract, if any, the deposit accompanying the bid shall thereupon be forfeited to the County for and as liquidated damages. The work may then be re-advertised or awarded to the deemed second best bidder as the County may determine.
- J. Quantities: The quantities of the work shown on the Specifications and Bid-Contract are estimated by the County and will be used as the basis for comparison of the bids only. The County reserves the right to decrease or increase any quantities and to eliminate any item or items on the plans or bids.
- K. Informal bids: Bids will be considered informal and may be rejected for the following reasons:
1. If the bid is on a form other than that furnished by the County or if the form is altered or any part thereof detached.
  2. If there are unauthorized additions, conditional or alternate bids or other irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
  3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limiting maximum gross amount of awards acceptable to any one bidder at any one letting, provided that any selection of awards will be made by the County.
  4. If the bid does not contain a unit price for each pay items listed, except in the case of authorized alternate pay items or lump sum items.
4. COMPETENCY OF BIDDERS: No bid will be considered unless the bidder submitting the same shall furnish evidence satisfactory to the County Clerk that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and specifications. Previous experience and responsibility of the bidders will be considered in awarding the contract. No contract will be awarded to any bidder who is in default as to surety or otherwise upon any obligation to the County.

A. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bids or bids.

1. More than one bid for the same work from an individual, firm, or corporation under the same or different names.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any further work of the County until any such participant shall have been reinstated as a qualified bidder.
3. Bid prices which obviously are unbalanced.
4. No bidder shall be considered a responsive and responsible bidder or eligible to be awarded the contract to which this bid specification apply, if the bidder is listed on the Auditor of State database as having a "Finding of Recovery" as the term is defined in R.C. 9.24.

4. TRADE-IN ITEMS:

In the case of trade-ins the County reserves the right to withdraw from the listing any and all items shown or to award them separately.

5. WRITTEN AND ORAL EXPLANATION:

Should a bidder find discrepancies in, or omissions from, the drawings or specifications, or should they be in doubt as to their meaning, they shall notify the County, which may send written instructions to all bidders. The County will not be responsible for any oral instructions.

6. ADDENDUM OR MODIFICATION:

Any addendum or modification issued during the time of bidding shall be covered in the proposal and in closing a contract such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the County within 72 hours of the time set for the closing of bids, excluding Saturdays, Sundays, and legal holidays, the time for submitting bids shall be extended one week, with no further advertising of bids.

7. TAX EXEMPTIONS:

The County is tax exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio sales tax. Tax exemption certificates covering these taxes will be furnished whenever necessary. The transportation tax is not applicable on any purchase consigned to the County and no tax exemption certificate is required. If, for any reason, a contemplated purchase would not

be tax exempt, this fact will be indicated in the specifications, and such taxes may be included on the price or shown as a separate item in the proposal.

8. DISCRIMINATION:

In the hiring of employees for the performance of work under this contract or any subcontract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex, or handicap, discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

9. INSURANCE:

If the specifications indicate insurance is required, then the contractor shall obtain and pay for liability insurance, \$500,000 combined single limit for each occurrence – to protect the contractor and County against any claims arising out of any operations conducted in connection with the contract. The policy shall carry a rider giving a one-month cancellation notice to the County. This policy shall include contractual liability insurance as applicable to the contractor's obligations and shall name the County as an insured.

10. LIABILITY:

The bidder shall defend, indemnify, and save harmless the County and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said bidder(s) their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said bidder, and a sum sufficient to cover aforesaid claims may be retained by the County from monies due to become due to the bidder under contract, until such claims shall have been discharged.

11. ROYALTIES AND LICENSE FEES:

The bidder shall pay all royalties and license fees. The bidder herein agrees to assume and save the County, its officers, and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the County, its officers and agents of any appliance, apparatus, or mechanism, which may be furnished or installed by the bidder under the terms of this contract including patent or copyright infringement and to defend the County from any and all such liabilities whether or not such claims are well founded in law.

12. ASSIGNMENT OF CONTRACT:

The bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or part thereof, without previous consent in writing from the County Commissioners, endorsed on or attached to the contract.

13. CANCELLATIONS:  
Should the material supplied or delivered to the County under this contract fail at any time to meet the specifications required by the contract, then in such event, the County may cancel this contract upon written notice to the bidder.
14. CONTROL OF WORK:  
The County Crime Laboratory Director, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials, furnished; work performed as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and to compensation.
15. CLAIMS FOR ADJUSTMENT AND DISPUTES:  
If, in any case, the Contractor deems that additional compensation is due for work or materials not clearly covered in the contract or not ordered by the County Commissioners as extra work, as defined herein, the Contractor shall notify the County Commissioners in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the County Commissioners are not afforded proper facilities by the contract for keeping strict account of actual costs required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the County Commissioners have kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the County Commissioners is found to be just, it will be paid as extra work in the amount as approved by the County Commissioners.
16. DURATION OF CONTRACT:  
A contract shall be for the period stated in the specifications, and shall include all materials, equipment, and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed price unless otherwise noted in the specifications.
17. PURCHASES:  
After a contract has been signed, it shall only become operative upon delivery to the bidder, of a duly signed purchase order. The County shall only be obligated under the contract to the extent of such order. The County shall not be liable for any claims in the event that the total quantity of material ordered under the contract should prove to be greater or less than the estimated amount in the specifications.
18. DELIVERIES:  
The bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days, unless otherwise stated in bid.
19. PAYMENT OF INVOICES:  
Invoices will be due and payable within thirty (30) days of receipt of the invoice by the



County. All invoices should be mailed to the attention of the Crime Laboratory Director, Linda Erdei. Payments may be made on a basis of estimated withheld.

20. GENERAL:

Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and upon completion, remove tools, equipment, waste and debris and leave the site in broom clean condition. Contractors shall warrant all materials and equipment with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.

The County of Lake reserves the right to accept any part of any bids and reject all or parts of any and all bids, and waive any informalities in bidding.

### III

#### CORPORATE RESOLUTION

\_\_\_\_\_, Secretary of \_\_\_\_\_  
(Name) (Company Name)

an \_\_\_\_\_ Corporation hereby certifies that the following is a true  
(State)

and correct copy of a resolution duly adopted by the Board of \_\_\_\_\_  
(Company Name)

\_\_\_\_\_, on \_\_\_\_\_, 20\_\_ to wit:  
(Date)

“Resolved, that the \_\_\_\_\_ of this company,  
namely, \_\_\_\_\_, be and he hereby authorized and  
directed to enter into any and all contracts, bid guaranty and performance bonds with  
THE COUNTY OF LAKE, OHIO, for the purpose of furnishing labor and materials as to

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at such price and upon such terms and conditions, including any amendments or  
modifications thereto, as said \_\_\_\_\_  
(Name)

in his sole discretion shall deem best, and that said actions shall be binding upon  
Corporation. Resolved further, that said \_\_\_\_\_ be, and  
(Name)

he further is authorized and directed to execute and deliver unto said COUNTY OF  
LAKE, OHIO other instruments which in his discretion he shall deem necessary to carry  
out the foregoing resolution.”

FEDERAL TAX ID NUMBER: \_\_\_\_\_

CORPORATE SEAL: (Place seal here)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of

said Corporation of \_\_\_\_\_, \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and I further certify that said

resolution is still in full force and effect.

**IV**

**SIGNATURE PAGE**

BIDDER NAME (print/type): \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

STATE INCORPORATED: \_\_\_\_\_ DATE: \_\_\_\_\_

Per page CR-1, Corporate Resolution, I \_\_\_\_\_

(Signature)

Secretary of \_\_\_\_\_ certify that this is a true and  
correct copy of the Corporate Resolution on file as of this date.

Per Page 1, Proposal-Contract Form, the undersigned having been authorized to enter into  
Bids/Contracts on behalf of the Corporation hereby submits this proposal for  
consideration.

\_\_\_\_\_  
(Name – print/type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

V

**BID CONTRACT FORM**

TO: BOARD OF LAKE COUNTY COMMISSIONERS  
105 MAIN STREET  
LAKE COUNTY ADMINISTRATION  
PAINESVILLE, OH 44077

I/WE \_\_\_\_\_  
DO HEREBY SUBMIT THE FOLLOWING BID PROPOSAL BASED ON  
SPECIFICATIONS ATTACHED HERETO, ON THE FOLLOWING:

GAS CHROMATOGRAPH/MASS SPECTROMETER WITH AUTOSAMPLER

**TOTAL NET AMOUNT OF BID \$** \_\_\_\_\_  
I/WE DO HEREBY SUBMIT A CERTIFIED CHECK, CASHIER'S CHECK,  
OR MONEY ORDER IN THE AMOUNT OF \$ \_\_\_\_\_  
REPRESENTING **FIVE PERCENT (5%)** OF THE TOTAL AMOUNT OF  
THE BID, OR A **BID BOND** IN THE **FIVE PERCENT (5%)** OF, AS  
REQUIRED BY OHIO REVISED CODE 153.34

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_  
STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE (\_\_\_\_\_) \_\_\_\_\_  
BY AND THE TITLE \_\_\_\_\_

(Signature and title)

This form may be duplicated when there are several items that make up the bid. This page must be used because it contains **TOTAL** bid price and the **5% (FIVE PERCENT) OF BID** or **FIVE PERCENT (5%) OF BID BOND**. It also requests the warranty & delivery information.

The additional pages should follow this page. Those will be the pages from the bid spec listing all the individual items that make up the bid and their cost. (Example: labor-material or furniture for example will consist of chairs, desks, tables, panels, etc., this obviously will require additional pages cost breakdown by units). In the case of trade-ins the County reserves the right to withdraw from the listing any and all items shown or to award them separately.

DELIVERY/COMPLETION: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

## VI

### SPECIFICATIONS

#### A. GENERAL REQUIREMENTS

1. INTENT: The intent of these specifications is to describe: GAS CHROMATOGRAPH/MASS SPECTROMETER WITH AUTOSAMPLER. Only bids submitted for the complete products will be considered. Products must be current year manufactured model. The County reserves the right at the time of the bid award to accept or reject any or all bids.
  - A. As an alternate, bidders may also include a proposal for leasing the subject equipment with an option to buy at the end of the lease.
2. TRADE-IN: Products offered for trade-in are listed on the Bid-Contract Form. The County reserves the right at the time of the bid award to trade in all, one or none of these items.
3. BRAND OR TRADE NAME: Brand names, where mentioned in these specifications, are not intended to be restrictive, but rather to indicate the level of quality required by the County. In any instance where a brand name is mentioned, it is assumed that the phrase “or equal” shall follow.
4. MANUALS: One (1) complete set of parts, repair and O&M manuals shall be provided with and for each different model product at the time of delivery.
5. WARRANTY: Bidder shall submit written conditions and periods of warranty with the bid.
6. OSHA: Bidder shall comply with the provisions of the Occupational Safety and Health Act and Standards and Regulations issued thereunder and certify that all items conform to and comply with said standards and regulations.

**B. MINIMUM REQUIREMENTS:**

1. These specifications detail minimum requirements acceptable to the County of Lake. Should the manufacturer's current specifications exceeds these, they shall be considered minimum and shall be furnished, and equipment and components included in the bid shall be stipulated. Any additions, deletions, or variations from the minimum must be stated in the space provided with the specifications.

Any and all parts not specifically mentioned in these specifications but which are required for the proper and safe operation of the products shall be furnished by the bidder and shall conform in strength, quality of material and workmanship to that provided by the industry in general. All items not specifically mentioned but which are standard factory items shall be furnished.

## **TECHNICAL SPECIFICATIONS**

One Gas Chromatograph/Mass Spectrometer with Autosampler and computer system, capable of the following:

- Sensitivity for low limit of detection of 10fg or less for inert extractor Electron Impact Source
- Helium Electron Impact Sensitivity SCAN mode; Extractor 1 pg OFN gives > 1500:1 S/N
- Triple-Axis HED-EM Detector
- Trace Ion Detector for searching the Mass Spectrum Library
- Gain normalization autotune
- Electronic scan rate of 20,000 u/sec or greater
- Inert ion source
- Monolithic quartz structure, hyperbolic form quadrupole
- Mass Ranger of 1.6 to 1050 u
- High Performance Synchronous SIM / Scan, with Automated SIM setup
- High Vacuum Pumping Speed, air cooled turbo pump with minimum pumping speed of 255 L/s (Helium) with 2.5 m<sup>3</sup>/hr
- Max column flow rate for data acquisition at least 4 mL/min for turbo pump
- Maximum sustained column flow to MS of 50 mL/min
- Multiple instrument / detector control and acquisition data system, capable of controlling more than one GC/MSD
- Ambient temperature and pressure compensation on the GC

- Equipment Installation with on-site training as required
- One year on-site warranty



VI

**NON-COLLUSION AFFIDAVIT**

STATE OF OHIO,

COUNTY OF LAKE, SS:

\_\_\_\_\_ being first duly SWORN,  
deposes and says that he is the \_\_\_\_\_ or authorized  
representative of \_\_\_\_\_ or is the party  
submitting this bid: that such bid is genuine and not collusive or sham; that said bidder  
has not colluded, conspired, connived, or agreed, directly or indirectly, with any other  
bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner,  
directly or indirectly sought by agreement or collusion, or communication or conference,  
with any person, to fix the bid price, or of that of any other bidder; to secure any  
advantage against the County of Lake or any person or persons interested in the proposed  
contract; that all statements contained in said proposal of bid are true, and that, such  
bidder has not, directly or indirectly submitted this bid, or the contents thereof, or  
divulged information or data relative thereto to any other potential bidder. Further,  
Affiant affirms that no county employee has any financial interest in this company or the  
bid being submitted.

\_\_\_\_\_  
Affiant & Title

SWORN to before me and subscribed in my presence this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(seal)

My commission expires

\_\_\_\_\_, 20\_\_\_\_

VII

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS

\_\_\_\_\_ being first duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal, this party shall post nondiscrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(seal)

\_\_\_\_\_  
Notary

EEO-1

**VIII.**

**STATEMENT AS TO DELINQUENT TAXES**

\_\_\_\_\_ presently preparing a bid for  
(Name of Bidder)  
the Lake County Commissioners, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.043, that my company (is) (is not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Lake County Auditor to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the contract made between the Board of Lake County Commissioners and \_\_\_\_\_, and no  
(Name of Bidder)  
payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ _____
Penalties	\$ _____
Interest	\$ _____

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed in my presence, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**